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Attorneys for Plaintiffs

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY
OGDEN DEPARTMENT, STATE OF UTAH

NORTHERN REGAL HOMES, INC. and
RICK WILLIAMS,

Plaintiffs,

vs.

ROUNDPOINT MORTGAGE SERVICING
CORPORATION and NATIONSTAR, INC.,

Defendants.

FIRST AMENDED COMPLAINT

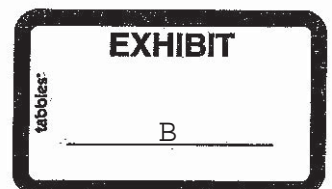
(Tier II Case)

Civil No. 140906145
Judge Mark R. Decaria

Plaintiffs Northern Regal Homes, Inc. and Rick Williams, by and through their counsel of record M. Darin Hammond of SMITH KNOWLES, P.C., for cause of action hereby complains and alleges against Defendants RoundPoint Mortgage Servicing Corporation and Nationstar, Inc. as follows:

RULE 26(c)(3) TIER DESIGNATION

This case arises under Tier II as described in Rule 26(c)(3) of the Utah Rules of Civil Procedure.



PARTIES

1. Plaintiff Northern Regal Homes, Inc. is a Utah corporation.
2. Plaintiff Rick Williams is an individual residing in Weber County State of Utah.
3. Defendant RoundPoint Mortgage Servicing Corporation is a foreign corporation doing business in the State of Utah, County of Weber.
4. Defendant Nationstar, Inc. is a foreign corporation doing business in the State of Utah, County of Weber.

JURISDICTION AND VENUE

5. Jurisdiction and venue are proper in this Court pursuant to Utah Code Annotated § 78B-3-307.

GENERAL ALLEGATIONS

6. Plaintiffs were the obligors under a promissory note concerning real property located at 4554 West 5750 South, Hooper, UT 84315 which is Parcel # 09-551-0005 (hereinafter “the Property”). A deed of trust signed by Northern Regal Homes as trustor was recorded on or about November 15, 2006.
7. The beneficial interest therein with regard to the deed of trust has been conveyed to RoundPoint Mortgage Servicing Corporation. RoundPoint Mortgage Servicing Corporation declared a notice of default on the Property which was wrongful and took wrongful possession of the Property.

8. Defendant RoundPoint Mortgage Servicing Corporation has admitted that the conduct was wrongful.

FIRST CAUSE OF ACTION
(Unjust Enrichment - RoundPoint Mortgage Servicing Corporation)

9. Plaintiff hereby realleges and incorporates by reference all paragraphs herein above, as though specifically set forth herein.

10. Plaintiff conferred a substantial benefit upon Defendant RoundPoint Mortgage Servicing Corporation.

11. The value of the substantial benefit conferred by Plaintiff upon Defendant RoundPoint Mortgage Servicing Corporation is \$100,000.00 plus after accruing interest and late fees.

12. Defendant RoundPoint Mortgage Servicing Corporation has been unjustly enriched by Plaintiff based upon Plaintiff conferring a substantial benefit upon Defendant RoundPoint Mortgage Servicing Corporation without Defendant RoundPoint Mortgage Servicing Corporation compensating Plaintiff therefore.

13. Based upon said unjust enrichment, Plaintiff has been damaged by the conduct of Defendant RoundPoint Mortgage Servicing Corporation and the court should award a judgment in favor of Plaintiff against Defendant RoundPoint Mortgage Servicing Corporation for the amount of the substantial benefit conferred.

SECOND CAUSE OF ACTION
(Unjust Enrichment - Nationstar, Inc.)

14. Plaintiff hereby realleges and incorporates by reference all paragraphs herein above, as though specifically set forth herein.

15. Plaintiff conferred a substantial benefit upon Defendant Nationstar, Inc.

16. The value of the substantial benefit conferred by Plaintiff upon Defendant Nationstar, Inc. is \$100,000.00 plus after accruing interest and late fees.

17. Defendant Nationstar, Inc. has been unjustly enriched by Plaintiff based upon Plaintiff conferring a substantial benefit upon Defendant Nationstar, Inc. without Defendant Nationstar, Inc. compensating Plaintiff therefore.

18. Based upon said unjust enrichment, Plaintiff has been damaged by the conduct of Defendant Nationstar, Inc. and the court should award a judgment in favor of Plaintiff against Defendant Nationstar, Inc. for the amount of the substantial benefit conferred.

THIRD CAUSE OF ACTION
(Lender Liability - RoundPoint Mortgage Servicing Corporation)

19. Plaintiff hereby realleges and incorporates by reference all paragraphs herein above, as though specifically set forth herein.

20. Defendant RoundPoint Mortgage Servicing Corporation began foreclosure proceedings against Plaintiffs in contravention of the fact that Plaintiffs were current on their mortgage payments were current at the time.

21. Defendant RoundPoint Mortgage Servicing Corporation wrongfully took possession of the underlying property in violation of Plaintiffs' rights.

22. Defendant RoundPoint Mortgage Servicing Corporation violated their lender duties to Plaintiffs.

23. Defendant RoundPoint Mortgage Servicing Corporation's actions constitute lender liability against Plaintiff.

24. As a result thereof, Defendant RoundPoint Mortgage Servicing Corporation is liable to Plaintiffs for damages, the amount and extend of which will be established at the trial of this matter.

FOURTH CAUSE OF ACTION
(Breach of Contract - RoundPoint Mortgage Servicing Corporation)

25. Plaintiff hereby realleges and incorporates by reference all paragraphs herein above, as though specifically set forth herein.

26. Defendant RoundPoint Mortgage Servicing Corporation began foreclosure proceedings against Plaintiffs in contravention of the fact that Plaintiffs were current on their mortgage payments.

27. Defendant RoundPoint Mortgage Servicing Corporation wrongfully took possession of the underlying property in violation of Plaintiffs' contractual rights.

28. Defendant RoundPoint Mortgage Servicing Corporation breached their contract with Plaintiffs and Defendant RoundPoint Mortgage Servicing Corporation violated their lender duties to Plaintiffs.

29. Defendant RoundPoint Mortgage Servicing Corporation committed breach of contract by taking possession of the Property.

30. As a result thereof, Defendant RoundPoint Mortgage Servicing Corporation is liable to Plaintiffs for damages, the amount and extend of which will be established at the trial of this matter.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, jointly and severely, as follows:

1. For a Judgment against Defendants in an amount to be determined at the trial hereof plus after accruing interest thereon at the maximum legal rate;
2. For Plaintiff's reasonable attorney's fees incurred in bringing this action;
3. For Plaintiff's costs incurred in bringing this action; and
4. For such other and further relief as the Court may deem just and equitable.

DATED this 22 day of January, 2015.

SMITH KNOWLES, P.C.



M. Darin Hammond
Attorneys for Plaintiffs

Plaintiff's Address:

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